

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

DEBRA REKIEL,
Plaintiff,

v.

WARDLAW CONSULTING
SERVICES, INC.,
Defendant.

10/17/19
W-18-CV-00025-ADA

VERDICT FORM

QUESTION NO. 1:

Was Defendant Wardlaw Consulting Services, Inc.'s failure to comply with the *Employment Agreement* material?

ANSWER: Yes ("YES" OR "NO")

QUESTION NO. 2:

Was Plaintiff Debra Rekiel's failure to comply with the confidentiality provisions of the *Employment Agreement* material?

ANSWER: No ("YES" OR "NO")

QUESTION NO. 3:

Who failed to comply with the *Employment Agreement* first?

ANSWER: _____ ("PLAINTIFF REKIEL" OR "DEFENDANT WARDLAW")

QUESTION NO. 4:

Do you find that Debra Rekiel agreed to modification of her State Farm commission structure beginning in July 2013, either expressly or by operation of law?

ANSWER: No ("YES" OR "NO")

QUESTION NO. 5:

Did Debra Rekiel fail to comply with her fiduciary duties to Wardlaw Consulting Services, Inc.?

ANSWER: Yes ("YES" OR "NO")

QUESTION NO. 6:

Was Debra Rekiel's breach of fiduciary duty willful?

ANSWER: No ("YES" OR "NO")

QUESTION NO. 7:

What amount of additional commissions, if any, is owed to Debra Rekiel from January 27, 2014, to August 15, 2016?

ANSWER: ~~\$504,000.00~~ (ANSWER IN DOLLARS AND CENTS, IF ANY)

QUESTION NO. 8:

What amount of additional commissions, if any, is owed to Debra Rekiel from January 27, 2014, to the present?

ANSWER: \$504,000.00 (ANSWER IN DOLLARS AND CENTS, IF ANY)

QUESTION No. 9:

What amount of money, if paid in cash, would compensate Wardlaw for Debra Rekiel's breach of fiduciary duty?

ANSWER: \$ 0 _____ (ANSWER IN DOLLARS AND CENTS, IF ANY)

QUESTION No. 10:

What is the amount of income paid by Wardlaw to Debra Rekiel after August 15, 2016?

ANSWER: _____ (ANSWER IN DOLLARS AND CENTS, IF ANY)

CERTIFICATE

We, the jury, have answered the above and foregoing questions unanimously, and herewith return the same into court as our verdict.

10-17-19 _____
Date

 _____
Jury Foreperson